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11 Attorneys for Defendants Lucky Brand Dungarees, LLC
12 erroneously sued as Lucky Brand Dungarees, Inc., Macy's
13 Retail Holdings, Inc., Macy's.com, Inc. and Lord & Taylor, LLC

14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 RAW ELEMENTS JEWELRY, LLC, a
17 Minnesota Limited Liability Company,

18 Plaintiff,

19 vs.

20 LUCKY BRAND DUNGAREES, INC.,
21 a Delaware Corporation; MACY'S
22 RETAIL HOLDINGS, INC. an Ohio
23 Corporation; MACY'S.COM, INC. a
24 New York Corporation; LORD &
25 TAYLOR, LLC, a New York Limited
26 Liability Company; and DOES 1 through
27 10, inclusive,

28 Defendants.

Case No. 15-CV-04208--DDP (PLAx)

XXXXXXXXXXXX
[PROPOSED] PROTECTIVE ORDER

Complaint Filed: June 4, 2015
Trial Date: None Set

CALL &
JENSEN
EST. 1981

1 On stipulation of the Parties, the Court enters a Protective Order in this matter as
2 follows:

3
4 1. A. PURPOSES AND LIMITATIONS

5 Disclosure and discovery activity in this action are likely to involve production of
6 confidential, proprietary, or private information for which special protection from
7 public disclosure and from use for any purpose other than prosecuting this matter would
8 be warranted. Accordingly, the parties have stipulated to and petitioned this Court to
9 enter the following Stipulated Protective Order. The parties acknowledge that this
10 Order does not confer blanket protections on all disclosures or responses to discovery
11 and that the protection it affords extends only to the limited information or items that
12 are entitled under the applicable legal principles to treatment as confidential. The
13 parties have agreed that the terms of this Protective Order shall also apply to any future
14 voluntary disclosures of confidential, proprietary, or private information. The parties
15 reserve their rights to object to or withhold any information, including confidential,
16 proprietary, or private information, on any other applicable grounds permitted by law,
17 including third-party rights and relevancy.

18 B. GOOD CAUSE STATEMENT

19 This action is likely to involve trade secrets, customer and pricing lists and other
20 valuable commercial, financial, and/or proprietary information for which special
21 protection from public disclosure and from use for any purpose other than prosecution
22 of this action is warranted. Such confidential and proprietary materials and information
23 consist of, among other things, confidential business or financial information,
24 information regarding confidential business practices or other commercial information
25 (including information implicating privacy rights of third parties), information
26 otherwise generally unavailable to the public, or which may be privileged or otherwise
27 protected from disclosure under state or federal statutes, court rules, case decisions, or
28 common law. Accordingly, to expedite the flow of information, to facilitate the prompt

1 resolution of disputes over confidentiality of discovery materials, to adequately protect
 2 information the parties are entitled to keep confidential, to ensure that the parties are
 3 permitted reasonable necessary uses of such material in preparation for and in the
 4 conduct of trial, to address their handling at the end of the litigation, and serve the ends
 5 of justice, a protective order for such information is justified in this matter. It is the
 6 intent of the parties that information will not be designated as confidential or highly
 7 confidential for tactical reasons and that nothing be so designated without a good faith
 8 belief that it has been maintained in a confidential, non-public manner, and there is
 9 good cause why it should not be part of the public record of this case.

11 2. DEFINITIONS

12 2.1 Action: the federal law suit titled *Raw Elements Jewelry, LLC v.*
 13 *Lucky Brand Dungarees, Inc.*, Case No. 15-CV-04208-DDP-PLA.

14 2.2 Challenging Party: a Party or Non-Party that challenges the
 15 designation of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless
 17 of how it is generated, stored or maintained) or tangible things that qualify for
 18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
 19 Good Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
 21 their support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information
 23 or items that it produces in disclosures or in responses to discovery as
 24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information,
 26 regardless of the medium or manner in which it is generated, stored, or maintained
 27 (including, among other things, testimony, transcripts, and tangible things), that are
 28 produced or generated in disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a
2 matter pertinent to the litigation who has been retained by a Party or its counsel to serve
3 as an expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this
5 Action. House Counsel does not include Outside Counsel of Record or any other
6 outside counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association,
8 or other legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a
10 party to this Action but are retained to represent or advise a party to this Action and
11 have appeared in this Action on behalf of that party or are affiliated with a law firm
12 which has appeared on behalf of that party, and includes support staff.

13 2.11 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
21 their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” or “HIGHLY
24 CONFIDENTIAL – ATTORNEY’S EYES ONLY.”

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery
26 Material from a Producing Party.

27 2.16 HIGHLY CONFIDENTIAL or HIGHLY CONFIDENTIAL
28 ATTORNEY’S EYES ONLY information or items: any information (regardless of how

1 it is generated, stored or maintained) or tangible things that qualify for protection under
2 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
3 Statement for which disclosure to another party would result in harm to the Designating
4 Party.

5
6 3. SCOPE

7 The protections conferred by this Stipulation and Order cover not only Protected
8 Material (as defined above), but also any information copied or extracted therefrom, as
9 well as all copies, excerpts, summaries, or compilations thereof, plus testimony,
10 conversations, or presentations by parties or counsel to or in litigation or in other
11 settings that might reveal Protected Material.

12
13 4. DURATION

14 Even after the termination of this action, the confidentiality obligations imposed
15 by this Order shall remain in effect until a Designating Party agrees otherwise in writing
16 or a court order otherwise directs.

17
18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for
20 Protection. Each Party or non-party that designates information or items for protection
21 under this Order must take care to limit any such designation to specific material that
22 qualifies under the appropriate standards. A Designating Party must take care to
23 designate for protection only those parts of material, documents, items, or oral or
24 written communications that qualify – so that other portions of the material, documents,
25 items, or communications for which protection is not warranted are not swept
26 unjustifiably within the ambit of this Order.

1 5.2 Manner and Timing of Designations. Except as otherwise provided
2 in this Order (*see, e.g.*, second paragraph of section 5.2(a), below), or as otherwise
3 stipulated or ordered, material that qualifies for protection under this Order must be
4 clearly so designated before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (apart from transcripts
7 of depositions or other pretrial or trial proceedings), that the Producing Party affix the
8 legend “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” at the top or bottom of
9 each page that contains protected material.

10 A Party or non-party that makes originals or copies of documents or
11 materials available for inspection need not designate them for protection until after the
12 inspecting Party has indicated which material it intends to copy. During the inspection
13 and before the designation, all of the material made available for inspection shall be
14 deemed “ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
15 documents it wants copied and produced, the Producing Party must designate, either in
16 writing or on the record (at a deposition), which documents, or portions thereof, qualify
17 for protection under this Order. Then the Receiving Party must affix the
18 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” legend at the top of each
19 copied page that contains Protected Material. If only a portion or portions of the
20 material on a page qualifies for protection, the Producing Party also must clearly
21 identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins)
22 and must specify, for each portion, the level of protection being asserted (either
23 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY”).

24 (b) for testimony given in deposition or in other pretrial
25 proceedings, that the Party or non-party offering or sponsoring the testimony identify on
26 the record, before the close of the deposition, hearing, or other proceeding, all protected
27 testimony, and further specify any portions of the testimony that qualify as
28 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” When it is impractical to

1 identify separately each portion of testimony that is entitled to protection, and when it
 2 appears that substantial portions of the testimony may qualify for protection, the Party
 3 or non-party that sponsors, offers, or gives the testimony may invoke on the record
 4 (before the deposition or proceeding is concluded) a right to have up to 20 days to
 5 identify the specific portions of the testimony as to which protection is sought and to
 6 specify the level of protection being asserted (“CONFIDENTIAL” or “ATTORNEYS’
 7 EYES ONLY”). Only those portions of the testimony that are appropriately designated
 8 for protection within the 20 days shall be covered by the provisions of this Stipulated
 9 Protective Order.

10 Transcript pages containing Protected Material must be separately
 11 bound by the court reporter, who must affix to the top of each such page the legend
 12 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY,” as instructed by the Party or
 13 non-party offering or sponsoring the witness or presenting the testimony.

14 (c) for information produced in some form other than
 15 documentary, and for any other tangible items, that the Producing Party affix in a
 16 prominent place on the exterior of the container or containers in which the information
 17 or item is stored the legend “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” If
 18 only portions of the information or item warrant protection, the Producing Party, to the
 19 extent practicable, shall identify the protected portions, specifying whether they qualify
 20 as “CONFIDENTIAL” or as “ATTORNEYS’ EYES ONLY.”

21 5.3 Inadvertent Failures to Designate. If timely corrected, an
 22 inadvertent failure to designate qualified information or items as “CONFIDENTIAL” or
 23 “ATTORNEYS’ EYES ONLY” does not, standing alone, waive the Designating
 24 Party’s right to secure protection under this Order for such material. If material is
 25 appropriately designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY”
 26 after the material was initially produced, the Receiving Party, on timely notification of
 27 the designation, must make reasonable efforts to assure that the material is treated in
 28 accordance with the provisions of this Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS: Any
 2 challenge to the designation or disclosure of confidential information must occur within
 3 the discovery period established by the Court. In the event of a dispute regarding the
 4 designation or disclosure of confidential information, the parties shall follow the
 5 procedures set forth in Local Rule 37. Until the Court rules on the challenge, all parties
 6 shall continue to afford the material in question the level of protection to which it is
 7 entitled under the Producing Party's designation.

8
 9 7. ACCESS TO AND USE OF PROTECTED MATERIAL

10 7.1 Basic Principles. A Receiving Party may use Protected Material that
 11 is disclosed or produced by another Party or by a non-party in connection with this case
 12 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
 13 Material may be disclosed only to the categories of persons and under the conditions
 14 described in this Order. When the litigation has been terminated, a Receiving Party
 15 must comply with the provisions of section 11, below (FINAL DISPOSITION).

16 Protected Material must be stored and maintained by a Receiving Party at a
 17 location and in a secure manner that ensures that access is limited to the persons
 18 authorized under this Order.

19 The parties agree that in order to make decisions regarding settlement,
 20 Plaintiff may require access to the following information: (1) the identities of any
 21 persons not named in the complaint who are known to Defendants to have sold the
 22 items at issue in the case, (2) Defendants' gross revenues, (3) Defendants' profits, (4)
 23 fabric yields, and (5) information regarding production fabrication. The parties agree
 24 that, notwithstanding the inclusion of such information in a document marked
 25 "ATTORNEY'S EYES ONLY," Plaintiff's counsel may orally communicate to
 26 Plaintiff's president (1) the identity of any person who sold the items at issue in this
 27 case, (2) the amount of Defendants' total gross revenues for sale of the items at issue in
 28 this case, (3) the amount of Defendants' gross profits for sale of the items at issue in this

1 case, (4) the amount of Defendants' net profits for sale of the items at issue in this case,
 2 (5) fabric yields, and (6) the identity of any person who produced the fabric at issue in
 3 this case, provided that Plaintiff's counsel advises Plaintiff's president that the
 4 information is confidential and subject to this protective order.

5 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 6 otherwise ordered by the Court or permitted in writing by the Designating Party, a
 7 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
 8 only to:

9 (a) the Receiving Party's outside counsel, as well as employees of
 10 said outside counsel to whom it is reasonably necessary to disclose the information for
 11 this litigation;

12 (b) Board members, officers and directors of the Receiving Party;

13 (c) Other employees of the Receiving Party to whom disclosure is
 14 reasonably necessary for this litigation and who are bound by internal confidentiality
 15 obligations as part of their employment or who have signed the "Acknowledgment and
 16 Agreement to Be Bound" (Exhibit A);

17 (d) Experts (as defined in this Order) of the Receiving Party to
 18 whom disclosure is reasonably necessary for this litigation and who have signed the
 19 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

20 (e) the Court personnel assigned to this litigation;

21 (f) court reporters, their staffs, and professional vendors to whom
 22 disclosure is reasonably necessary for this litigation and who have signed the
 23 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24 (g) during their depositions, witnesses in the action to whom
 25 disclosure is reasonably necessary and who have signed the "Acknowledgment and
 26 Agreement to Be Bound" (Exhibit A). Pages of transcribed deposition testimony or
 27 exhibits to depositions that reveal Protected Material must be separately bound by the
 28

1 court reporter and may not be disclosed to anyone except as permitted under this
2 Stipulated Protective Order; and

3 (h) the author of the document or the original source of the
4 information.

5 7.3 Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items.

6 Unless otherwise ordered by the Court or permitted in writing by the Designating Party,
7 a Receiving Party may disclose any information or item designated “ATTORNEYS’
8 EYES ONLY” only to:

9 (a) the Receiving Party’s outside counsel, as well as employees of
10 said outside counsel to whom it is reasonably necessary to disclose the information for
11 this litigation;

12 (b) Experts (as defined in this Order) of the Receiving Party to
13 whom disclosure is reasonably necessary for this litigation and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (c) the Court personnel assigned to this litigation;

16 (d) court reporters, their staffs, and professional vendors to whom
17 disclosure is reasonably necessary for this litigation and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

19 (e) the author of the document or the original source of the
20 information.

21
22 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
23 PRODUCED IN OTHER LITIGATION

24 If a Receiving Party is served with a subpoena or an order issued in other
25 litigation that would compel disclosure of any Discovery Material, the Receiving Party
26 must so notify the Designating Party, in writing immediately and in no event more than
27 five business days after receiving the subpoena or order. Such notification must include
28 a copy of the subpoena or court order. The Receiving Party also must immediately

1 inform in writing the Party who caused the subpoena or order to issue in the other
 2 litigation that some or all of the material covered by the subpoena or order is the subject
 3 of this Protective Order. In addition, the Receiving Party must deliver a copy of this
 4 Stipulated Protective Order promptly to the Party in the other action that caused the
 5 subpoena or order to issue.

6 The purpose of imposing these duties is to alert the interested parties to the
 7 existence of this Protective Order and to afford the Designating Party in this case an
 8 opportunity to try to protect its confidentiality interests in the court from which the
 9 subpoena or order issued.

10
 11 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
 12 PRODUCED IN THIS LITIGATION

13 (a) The terms of this Order are applicable to information produced by a
 14 Non-Party in this Action and designated as "CONFIDENTIAL," "HIGHLY
 15 CONFIDENTIAL," or "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES
 16 ONLY." Such information produced by Non-Parties in connection with this
 17 litigation is protected by the remedies and relief provided by this Order. Nothing
 18 in these provisions should be construed as prohibiting a Non-Party from seeking
 19 additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to
 21 produce a Non-Party's confidential information in its possession, and the Party is
 22 subject to an agreement with the Non-Party not to produce the Non-Party's
 23 confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the Non-
 25 Party that some or all of the information requested is subject to a
 26 confidentiality agreement with a Non-Party;
 27
 28

1 (2) promptly provide the Non-Party with a copy of the Stipulated
2 Protective Order in this Action, the relevant discovery request(s), and a
3 reasonably specific description of the information requested; and

4 (3) make the information requested available for inspection by the
5 Non-Party, if requested.

6 (c) If the Non-Party fails to seek a protective order from this court
7 within 14 days of receiving the notice and accompanying information, the
8 Receiving Party may produce the Non-Party's confidential information
9 responsive to the discovery request. If the Non-Party timely seeks a protective
10 order, the Receiving Party shall not produce any information in its possession or
11 control that is subject to the confidentiality agreement with the Non-Party before
12 a determination by the court. Absent a court order to the contrary, the Non-Party
13 shall bear the burden and expense of seeking protection in this court of its
14 Protected Material.

15
16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
18 Protected Material to any person or in any circumstance not authorized under this
19 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
20 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
21 all copies of the Protected Material, (c) inform the person or persons to whom
22 unauthorized disclosures were made of all the terms of this Order, and (d) request such
23 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that
24 is attached hereto as Exhibit A.

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain
 4 inadvertently produced material is subject to a claim of privilege or other protection, the
 5 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 7 may be established in an e-discovery order that provides for production without prior
 8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 9 parties reach an agreement on the effect of disclosure of a communication or
 10 information covered by the attorney-client privilege or work product protection, the
 11 parties may incorporate their agreement in the stipulated protective order submitted to
 12 the court.

13
 14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of
 16 any person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 18 Protective Order no Party waives any right it otherwise would have to object disclosing
 19 or producing any information or item on any ground not addressed in this Stipulated
 20 Protective Order. Similarly, no Party waives any right to object on any ground to use in
 21 evidence of any of the material covered by this Protective Order.

22 12.3 Filing Protected Material. If confidential material is included in any
 23 papers to be filed with the Court, such papers shall be accompanied by an application to
 24 file the papers—or the confidential portion thereof—under seal. The application must
 25 demonstrate good cause for the under seal filing. If a Party's application to file Protected
 26 Material under seal is denied by the court, then the Receiving Party may file the
 27 information in the public record unless otherwise instructed by the court.
 28

1 13. FINAL DISPOSITION

2 After the final disposition of this Action, as defined in paragraph 4, within 60
3 days of a written request by the Designating Party, each Receiving Party must return all
4 Protected Material to the Producing Party or destroy such material. As used in this
5 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
6 summaries, and any other format reproducing or capturing any of the Protected
7 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
8 must submit a written certification to the Producing Party (and, if not the same person
9 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
10 category, where appropriate) all the Protected Material that was returned or destroyed
11 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
12 compilations, summaries or any other format reproducing or capturing any of the
13 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
14 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
15 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
16 work product, and consultant and expert work product, even if such materials contain
17 Protected Material. Any such archival copies that contain or constitute Protected
18 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

19
20 14. Once a case to proceeds to trial, all of the court-filed information
21 that is to be introduced at trial becomes public and will be presumptively available to all
22 members of the public, including the press, unless compelling reasons supported by
23 specific factual findings to proceed otherwise are made to the district judge in advance
24 of the trial. This protective order will not prevent any party from offering evidence at
25 trial that was designated as confidential pursuant to the terms of this order. However, to
26 the extent any materials designated as confidential are not filed with the court or offered
27 as evidence at trial, their protection under this order will remain in effect.
28

1 15. Any violation of this Order may be punished by any and all
2 appropriate measures including, without limitation, contempt proceedings and/or
3 monetary sanctions.
4

5 PURSUANT TO STIPULATION, IT IS SO ORDERED.
6

7 Dated: April 21, 2016


By: 
Honorable Paul L. Abrams
U.S. Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print full name],
 of _____ [print full address],
 declare under penalty of perjury that I have read in its entirety and understand the
 Stipulated Protective Order that was issued by the United States District Court for the
 Central District of California in the case of *Raw Elements Jewelry, LLC v. Lucky Brand
 Dungarees, Inc.*, Case No. 15-CV-04208-DDP-PLA. I agree to comply with and to be
 bound by all of the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment in
 the nature of contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Stipulated Protective Order to any person or
 entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action.

I hereby appoint _____ [print full name]
 of _____ [print full address and
 telephone number] as my California agent for service of process in connection with this
 action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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